# MEMORANDUM OF UNDERSTANDING

**BETWEEN** 

THE

DEPARTMENT OF DEFENSE

OF

THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF DEFENCE

OF

THE UNITED KINGDOM OF GREAT BRITAIN

AND

NORTHERN IRELAND

REGARDING THE ASSIGNMENT OF

A MISSILE DEFENSE LIAISON OFFICER

TÒ

UNITED STATES STRATEGIC COMMAND

## TABLE OF CONTENTS

INTRODUCTION	1
SECTION I DEFINITIONS.	
SECTION II SCOPE	2
SECTION IIIDUTIES AND ACTIVITIES	3
SECTION IV FINANCIAL ARRANGEMENTS	4
SECTION V SECURITY.	5
SECTION VI TECHNICAL AND ADMINISTRATIVE MATTERS	7
SECTION VII DISCIPLINE AND REMOVAL	8
SECTION VIII SETTLEMENT OF DISPUTES	9
SECTION IX ENTRY INTO EFFECT, AMENDMENT, DURATION AND TERMINATION	9
ANNEX A: SAMPLE CERTIFICATION TO BE SIGNED BY FOREIGN LIAISON	12

#### INTRODUCTION

In 2002 the US Unified Command Plan (UCP 2002 and Changes 1 and 2) added the five new mission areas of: Space Operations, Global Strike, Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR), Missile Defense, and Information Operations to United States Strategic Command (USSTRATCOM), located at Offutt Air Force Base (AFB) in Omaha, Nebraska.

The purpose of this MOU is to enhance cooperation between the United States of America and the United Kingdom of Great Britain and Northern Ireland in the war on terrorism, and to allow the UK insight and transparency into the US missile defense program, including C2-related issues.

Therefore the Department of Defense (DoD) of the United States of America, as represented by USSTRATCOM and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland) (each referred to herein individually as a "Participant" and together as the "Participants"), desiring to establish formal liaisons between them, have decided on the following arrangements regarding the assignment of an individual at government facilities to serve as a Missile Defense Liaison Officer between them.

#### SECTION I DEFINITIONS

In addition to any terms defined in other provisions of this MOU, the following terms will have the following meanings when used herein:

- 1.1 "Classified Information" will mean official information of a Participant that requires protection in the interests of national security of that Participant and is so designated by the application of security classification markings.
- "Contact Officer" will mean a U.S. Department of Defense (DoD) official designated in writing to oversee and control all contacts, requests for information, consultations, access, and other activities of foreign Missile Defense Liaison Officers who are assigned to, or are visiting, a DoD component or subordinate organization.
- "Controlled Unclassified Information" will mean unclassified information of a Participant to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations of that Participant. It includes United States information that is exempt from public disclosure or subject to export controls.
- 1.4 "Host Government" will mean the national government of the Host Participant.

- 1.5 "Host Participant" will mean the Participant to which the Missile Defense Liaison Officer acts as a liaison pursuant to an assignment by a Parent Participant under Section III.
- 1.6 "International Visits Program (IVP)" will mean the program established to process visits by, and assignments of, foreign representatives to United States Department of Defense Components and Department of Defense contractor facilities. It is designed to ensure that Classified and Controlled Unclassified Information to be disclosed to foreign nationals has been properly authorized for disclosure to their governments; that the requesting foreign government provides a security assurance on such foreign nationals and their sponsoring organization or firm, when Classified Information is involved in the visit or assignment, and that administrative arrangements (e.g., date, time and place) for the visit or assignment are provided.
- 1.7 "Missile Defense Liaison Officer" will mean a military member of a Parent Participant who, upon approval or certification of the Host Participant or Government, is authorized by the Parent Participant to act as its official representative in connection with missile defense experimentation, studies, programs, or projects to the Participants' Governments.
- 1.8 "Parent Government" will mean the national government of the Parent Participant.
- 1.9 "Parent Participant" will mean the Participant that assigns a Missile Defense Liaison Officer pursuant to Section III.

### SECTION II SCOPE

- 2.1 During the term of this MOU, subject to the mutual consent of the Participants, each Participant may assign military members of its armed forces or defense establishment to serve as a Missile Defense Liaison Officer to the other Participant in accordance with the provisions of this MOU.
- 2.2 The establishment of the Missile Defense Liaison Officer position under this MOU will be based upon the demonstrated need for, and the mutual benefit of, this position to the Participants. Once established, the Missile Defense Liaison Officer position will be subject to periodic review by either Participant to ensure that the position continues to be required by, and is of mutual benefit to, the Participants. If agreed that the Missile Defense Liaison Officer position is no longer required by, or of benefit to, either Participant, the post will be subject to elimination.
- 2.3 Commencement of such an assignment by the Parent Participant will be subject to any requirements that may be imposed by the Host Participant or its government regarding formal certification or approval of the Missile Defense Liaison Officer. The Missile Defense Liaison

Officer to be assigned by their Parent Participant to the United States Strategic Command, Offutt Air Force Base, Nebraska, will be requested pursuant to the IVP, as defined in 1.6 of this MOU.

- 2.4 Unless decided otherwise by mutual consent, the normal tour of duty for a Missile Defense Liaison Officer will be 3 years.
- 2.5 An individual may serve as a Missile Defense Liaison Officer to only one major military command of the Host Participant at any point in time.

# SECTION III DUTIES AND ACTIVITIES

- 3.1 The Missile Defense Liaison Officer will represent the Parent Participant to the Host Participant. The Missile Defense Liaison Officer may provide military-operational recommendations and technical advice relevant to his/her personal experience or recommendations of the Parent Participant. The Missile Defense Liaison Officer will not perform duties reserved by the laws or regulations of the Host Government to officers or employees of the Host Government, nor will the Missile Defense Liaison Officer provide any labor or services to the Host Government or any of its agencies, including the Host Participant.
- 3.2 The Missile Defense Liaison Officer will be required to comply with all applicable Host Government policies, procedures, laws and regulations. The Host Participant will assign a Contact Officer to provide guidance to the Missile Defense Liaison Officer concerning policies, procedures, and laws and of the Host Government, and to arrange for activities consistent with such requirements and the purposes of this MOU.
- 3.3 The Missile Defense Liaison Officer will be given access to Host Participant facilities to the extent necessary to fulfill the Missile Defense Liaison Officers function hereunder.
- 3.4 The Missile Defense Liaison Officer will be granted access to technical data or other information of the Host Participant, whether or not classified, to the extent necessary to fulfill the Missile Defense Liaison Officer's functions hereunder.
- 3.5 All information to which the Missile Defense Liaison Officer is granted access while serving as a liaison to the Host Participant will be treated as information provided to the Parent Government, in confidence, and will not be further released or disclosed by the Missile Defense Liaison Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Missile Defense Liaison Officer will not be deemed to be a license or authorization to use such information for any purpose other than updating UK MoD or the purposes described in Section II.

- 3.6 The Missile Defense Liaison Officer will not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so by both the Host and Parent Participants.
- 3.7 The Parent Participant will not place or keep a Missile Defense Liaison Officer in duty assignments in which direct hostilities with forces of third states are likely to occur or have commenced, unless approved by the Parent Participant and Host Participant, in writing.
- 3.8 The Missile Defense Liaison Officer will be required to comply with the dress regulations of the Parent Participant and will wear such identification necessary to identify the Missile Defense Liaison Officer's nationality, rank and status as a Missile Defense Liaison Officer. The order of dress for any occasion will be that which most closely conforms to the order of dress for the particular organization of the Host Participant where the Missile Defense Liaison Officer is located. The Missile Defense Liaison Officer will be required to comply with the customs of the Host Participant with respect to the wearing of civilian clothing.
- 3.9 Prior to the commencement of a Missile Defense Liaison Officer's tour, the Parent Participant will notify the Host Participant of the specific Parent Participant organization which will exercise operational control over the Missile Defense Liaison Officer and, if different, the Parent Participant organization that will provide administrative support to the Missile Defense Liaison Officer and the Missile Defense Liaison Officer's dependents.
- 3.10 At the end of a Missile Defense Liaison Officer's tour, or as otherwise decided by the Participants, the Parent Participant may, subject to the provisions of Section 3.3, replace the Missile Defense Liaison Officer with another individual who meets the requirements of this MOU.

#### SECTION IV FINANCIAL ARRANGEMENTS

- 4.1 The Parent Participant will bear all costs and expenses of the Missile Defense Liaison Officer, including, but not limited to:
  - 4.1.1 All pay and allowances of the Missile Defense Liaison Officer;
- 4.1.2 All travel by the Missile Defense Liaison Officer and the Missile Defense Liaison Officer's dependents, including, but not limited to, travel to and from the country of the Host Participant;
- 4.1.3 All costs and expenses associated with the assignment or placement of the Missile Defense Liaison Officer and the Missile Defense Liaison Officer's dependents within the Host

Participant's country, including travel, office space, clerical support, quarters, rations, medical and dental services, unless specifically stated otherwise in an applicable international agreement;

- 4.1.4 Compensation for loss of, or damage to, the personal property of the Missile Defense Liaison Officer, or the personal property of the Missile Defense Liaison Officer's dependents;
- 4.1.5 The movement of the household effects of the Missile Defense Liaison Officer and the Missile Defense Liaison Officer's dependents;
- 4.1.6 Preparation and shipment of remains and funeral expenses associated with the death of the Missile Defense Liaison Officer or his dependent(s):
- 4.1.7 Formal and informal training of the Missile Defense Liaison Officer, other than briefings on Host Participant requirements provided by the Contact Officer; and
- 4.1.8 All expenses in connection with the return of a Missile Defense Liaison Officer whose assignment has ended or been terminated, along with his or her dependents.
- 4.2 The Host Participant may provide such office facilities, equipment, supplies and services as may be necessary for the Missile Defense Liaison Officer to fulfill the purposes of this MOU, subject to reimbursement by the Parent Participant for the cost of the Missile Defense Liaison Officer's use of such facilities at rates determined by the Host Participant. Where the United States is the Host Participant, reimbursement for such facilities, equipment, supplies, and services will be made through Foreign Military Sales (FMS).
- 4.3 The commitments of each Participant under this MOU will be subject to the authorization and availability of funds.

#### SECTION V SECURITY

5.1 The Host Participant will establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information to the Missile Defense Liaison Officer will be permitted. The Host Participant will inform the Parent Participant of the level of security clearance required to permit the Missile Defense Liaison Officer access to such information. The Missile Defense Liaison Officer's access to such information and facilities will be consistent with, and limited by, the terms of his/her assignment, the provisions of this Section and any other arrangement between the Participants or their governments concerning access to such information and facilities. Further, access will at all times be limited to the minimum required to accomplish the purposes of this MOU, and, at its discretion, the Host Participant may prohibit the Missile Defense Liaison

Officer's right of access to any Host Participant facility or require that such access be supervised by Host Participant personnel.

- 5.2 Each Participant will cause security assurances to be filed, through the United Kingdom's Embassy in Washington, D.C., in the case of the United Kingdom personnel, and through the U.S. Embassy in London in the case of United States personnel, stating the security clearances for the Missile Defense Liaison Officer being assigned by such Participant. The security assurances will be prepared and forwarded through prescribed channels in compliance with established Host Participant procedures. For the United States, the prescribed channels will be the International Visits Program (IVP), as defined in paragraph 1.6 of this MOU.
- 5.3 The Parent Participant will ensure that the assigned Missile Defense Liaison Officer is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), classified information and controlled unclassified information disclosed to the Missile Defense Liaison Officer. This commitment will apply both during and after termination of an assignment as a Missile Defense Liaison Officer. Prior to taking up duties as a Missile Defense Liaison Officer, the Missile Defense Liaison Officer of the United Kingdom will be required to sign the certification at Annex A. Only an individual who executes the certification will be permitted to serve as a Missile Defense Liaison Officer with the United States Strategic Command.
- 5.4 The Parent Participant will ensure that the Missile Defense Liaison Officer, at all times, complies with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by a Missile Defense Liaison Officer during his or her assignment will be reported to the Parent Participant for appropriate action. Upon request by the Host Participant, the Parent Participant will remove any Missile Defense Liaison Officer who violates security laws, regulations, or procedures during his or her assignment.
- All Classified Information made available to the Missile Defense Liaison Officer will be considered to be Classified Information furnished to the Parent Government and will be stored, handled, transmitted and safeguarded in accordance with the General Security of Information Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, entered into on April 14, 1961, as amended, and the Security Implementation Arrangement for Operations between the Ministry of Defence of the United Kingdom and the Department of Defense of the United States, January 27, 2003.
- 5.6 The Missile Defense Liaison Officer will not take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files), except as expressly permitted by the terms of the Host Participant certification of the Missile Defense Liaison Officer (and requested in writing by the Parent Government) for the following situations:

- 5.6.1 Couriers. The Missile Defense Liaison Officer may take custody of Classified Information to perform courier functions, when authorized by the Host Participant certification for the Missile Defense Liaison Officer. The Classified Information will be packaged and receipted for in compliance with Host Participant requirements.
- 5.6.2 On-Site Storage. The Missile Defense Liaison Officer may be furnished a secure container for the temporary storage of Classified Information, consistent with the terms of the certification, provided the security responsibility and control of the container and its contents remains with the Host Participant.

## SECTION VI TECHNICAL AND ADMINISTRATIVE MATTERS

- 6.1 The Host Participant's certification or approval of an individual as a Missile Defense Liaison Officer will not bestow diplomatic or other special privileges on that individual.
- 6.2 To the extent authorized by the laws and regulations of the Host Government, and in accordance with Section IV of this MOU, the Host Participant may provide such administrative support as is necessary for the Missile Defense Liaison Officer to fulfill the purposes of this MOU, subject to reimbursement by the Parent Participant.
- 6.3 Exemption from taxes, customs or import duties, or similar charges for the Missile Defense Liaison Officer or the Missile Defense Liaison Officer's dependents will be governed by applicable laws and regulations or international agreement between the Host Government and the Parent Government.
- 6.4 If office space is provided to the Missile Defense Liaison Officer by the Host Participant, the Host Participant will determine the normal working hours for the Missile Defense Liaison Officer.
- 6.5 The Parent Participant will ensure that the Host Participant is informed as far in advance as possible of any absences of the Missile Defense Liaison Officer.
- 6.6 The Missile Defense Liaison Officer and his/her authorized dependents will be provided care in military medical and dental facilities to the extent permitted by applicable law, policy, and the UK/US MOU on reciprocal health care. Where military facilities are not available, the Missile Defense Liaison Officer will be responsible for all medical and dental costs incurred by himself/herself and his/her dependents. The Parent Participant will ensure that the Missile Defense Liaison Officer and his/her dependants are physically fit prior to the Missile Defense Liaison Officer's tour of duty. The Parent Participant will be responsible for familiarizing itself with the medical and dental services available to the Missile Defense Liaison Officer and his/her dependents, and the costs of, and the procedures for use of such services.

7

- 6.7 The Missile Defense Liaison Officer and his/her dependents may be accorded the use of military commissaries, exchanges, theaters and similar morale and welfare activities, in accordance with the laws, regulations, and policies of the Host Participant.
- 6.8 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Participant, the Host Participant may provide, if available, housing and messing facilities for the Missile Defense Liaison Officer and the Missile Defense Liaison Officer's dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where housing and messing facilities are not provided by the Host Participant, the Host Participant will use reasonable efforts to assist the Parent Participant to locate such facilities for the Missile Defense Liaison Officer and the Missile Defense Liaison Officer's dependents.
- 6.9 The Parent Participant will ensure that the Missile Defense Liaison Officer and the Missile Defense Liaison Officer's dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless exempted under an applicable international agreement between the Participants, Missile Defense Liaison Officers and their authorized dependents entering the United States will be required to comply with United States Customs Regulations.
- 6.10 The Parent Participant will ensure that the Missile Defense Liaison Officer and those dependents accompanying the Missile Defense Liaison Officer in the country of the Host Participant will obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws, regulations and policies of the Host Government, or the political subdivisions of the country of the Host Participant in which the Missile Defense Liaison Officer and his/her dependents are located.
- 6.11 The Participants recognize the applicability of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA) signed on 19 June 1951, including the Supplements thereto, to the execution of this MOU

#### SECTION VII DISCIPLINE AND REMOVAL

7.1 Except as provided in Section 7.2, neither the Host Participant nor the armed forces of the Host Government may take disciplinary action against a Missile Defense Liaison Officer who commits an offense under the military laws or regulations of the Host Participant, nor will the Host Participant exercise disciplinary powers over the Missile Defense Liaison Officer's dependents. The Parent Participant, however, will take such administrative or disciplinary action against the Missile Defense Liaison Officer as may be appropriate under the circumstances, to ensure compliance with this MOU, and the Participants will cooperate in the investigation of any offenses under the laws or regulations of either Participant.

- 7.2 The certification or approval of a Missile Defense Liaison Officer may be withdrawn, modified or curtailed at any time by the Host Participant for any reason, including, but not limited to, the violation of the regulations or laws of the Host Participant or the Host Government. In addition, at the request of the Host Participant, the Parent Government will remove the Missile Defense Liaison Officer or a dependent of the Missile Defense Liaison Officer from the territory of the Host Government. The Host Participant will provide an explanation for its removal request, but a disagreement between the Participants concerning the sufficiency of the Host Participant's reasons will not be grounds to delay the removal of the Missile Defense Liaison Officer.
- 7.3 A Missile Defense Liaison Officer will not exercise any supervisory or disciplinary authority over military or civilian personnel of the Host Participant.

# SECTION VIII SETTLEMENT OF DISPUTES

8.1 Disputes arising under or relating to this MOU will be resolved only though consultations between the Participants and will not be referred to an individual, national or international tribunal, or to any other forum for settlement.

# SECTION IX ENTRY INTO EFFECT, AMENDMENT, DURATION AND TERMINATION

- 9.1 All commitments of the Participants under this MOU will be subject to national laws and the availability of appropriated funds for such purposes.
- 9.2 The Parent Participant will ensure that the Missile Defense Liaison Officer complies with all obligations and restrictions applicable to the Missile Defense Liaison Officer under this MOU.
- 9.3 This MOU may be amended with the mutual written consent of the Participants.
- 9.4 This MOU may be terminated at any time with the written consent of both Participants. In the event that both Participants decide to terminate this MOU, the Participants will consult prior to the date of termination.
- 9.5 Either Participant may terminate this MOU upon one hundred and eighty (180) days written notification to the other Participant.

- 9.6 In the event of conflict between the terms of this MOU and the terms of an existing applicable Letter of Offer and Acceptance (LOA), the terms of the LOA will control. LOAs associated with or related to this MOU will be terminated in accordance with their terms.
- 9.7 The respective benefits and responsibilities of the Participants under Section V (Security) will continue, notwithstanding the termination or expiration of this MOU.
- 9.8 No later than the effective date of expiration or termination of this MOU, each Participant will remove its Missile Defense Liaison Officer and such Missile Defense Liaison Officer's dependents from the territory of the other Participant and pay any money owed to the other Participant under this MOU. Any costs or expenses for which a Participant is responsible pursuant to Section IV of this MOU, but which were not billed in sufficient time to permit payment prior to termination or expiration of this MOU, will be paid promptly after such billing.
- 9.9 This MOU will not supercede any prior arrangements regarding Liaison Officers entered into by the Participants or their organizations, units, or agencies.
- 9.10 This MOU will enter into effect upon signature by both Participants. This MOU will remain in effect for 10 years, and may be extended with the written consent of both Participants.
- 9 11 This MOU consists of nine (9) Sections and an Annex.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOU.

SIGNED in duplicate.

FOR THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

ON BEHALF OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA:

Said Sile	Stee:
Signature	Signature
Air Vice-Marshal D Walker	Admiral James O. Ellis, Jr.
Name	Name
Assistant Chief of the Air Staff	Commander
Title	Title
MØB:London	The Strategic Command
Location	II S Strategic Command Location
5_February 2004	23 February 2004
Dated:	Dated:

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOU SIGNED in duplicate.

ON BEHALF OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA:

FOR THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

Petai:	La relation
Signature	Signature
Addival James O. Ellis, Jr.	Air Vice Marshal D Walker
Name	Name
Commander	Assistant Chief of the Air Staff Title
	, ine
U. S. Strategic Command	MOD London
Location	Location
23 February 2004	5 February 2004
Dated:	Datad:

#### **ANNEX A - CERTIFICATION**

[Office Symbol]

[Date]

### SECTION I MISSILE DEFENSE LIAISON OFFICER LEGAL STATUS OF CERTIFICATION

As a representative of the United Kingdom under the auspices of an Extended Visit Authorization to the United States Strategic Command, Offutt Air Force Base, Nebraska, I am subject to the jurisdiction of United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the Missile Defense Liaison Officer position does not bestow diplomatic or other special privileges.

# SECTION II MISSILE DEFENSE LIAISON OFFICER CONDITIONS OF CERTIFICATION

- (1) Responsibilities: I understand that my activities will contribute input as an integral part of the STRATCOM staff and in addition provide updates to and present the views of my government with regard to the issues which my government and the U.S. Government have a mutual interest. I shall not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government.
- (2) Costs: I understand that all costs associated with my duties as a Missile Defense Liaison Officer will be the responsibility of my government, including, but not limited to, travel, office space, clerical services, quarters, rations, and medical and dental services.
- (3) Extensions and Revalidation: I understand that if my government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request will be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.
- (4) Contact Officer: I understand that when the certification process is completed, a Contact Officer(s) will be assigned to sponsor me during my visit to the United States Strategic Command, Offutt Air Force Base, Nebraska. I further understand that I shall coordinate, through my Contact Officer, all requests for information, visits, and other business, which fall under the terms of my certification. I also understand that requests for information that are beyond the terms of my certification will be made through the Office of the Defense Attaché.
- (5) Other Visits: I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification will be made through the Office of the Defense Attaché.
- (6) Uniform: I understand that I shall wear my national uniform when conducting business at the United States Strategic Command, Offutt Air Force Base, Nebraska, or other Department of

Defense facilities, unless otherwise directed. I shall comply with my Parent Government's service uniform regulations.

(7) **Duty Hours:** I understand that my duty hours are Monday through Friday, from 0800 to 1700. Should I require access to my work area during non-duty hours, I am required to request permission from the Command Security Officer. I further understand that it is not necessary to assign a United States escort officer to me during my non-duty access. Any cost incurred as a result of such non-duty access may be reimbursable to the United States Government.

#### (8) Security:

- a. I understand that access to U.S. Government information will be limited to that information necessary to fulfill the functions of a Missile Defense Liaison Officer. I also understand that I may have access to U.S. Government computer systems, in accordance with applicable U.S. law, regulations and policy.
- b. All information to which I may have access during my certification will be treated as information provided to my government in confidence and will not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the United States Government.
- c. I shall immediately report to my Contact Officer should I obtain or become knowledgeable of United States Government information to which I am not authorized to have access. I further confirm that I shall report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.
- d. I shall display a security badge on my outer clothing so that it is clearly visible to identify my nationality, rank and status as a Missile Defense Liaison Officer. The United States Government will supply this badge.
- (9) Compliance: I have been briefed on, fully understand, and shall comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other government-to-government agreements.
- (10) Definitions of Terms: Terms not defined herein will have the definitions ascribed to them in the applicable MOU governing my assignment as a Missile Defense Liaison Officer.

## SECTION HI MISSILE DEFENSE LIAISON OFFICER TERMS OF CERTIFICATION

- (1) Contact Officer: CAPTAIN Mark D. Patton, United States Navy, Director, Strategy, Plans and Policy Division, United States Strategic Command has been assigned as my Contact Officer.
- (2) Certification: I am certified to the United States Strategic Command, Offutt Air Force Base, Nebraska in support of the following programs/topics: Global Missile Defense
- (3) Travel: I may visit the following locations under the terms of my certification, with the permission of my Contact Officer:
  - Washington DC—National Capital Area (Joint Chiefs of Staff, Department of Defense, Missile Defense Agency, Joint Theater Air and Missile Defense Organization),
  - Offutt AFB, Nebraska (US Strategic Command)
  - Huntsville, Alabama (US Army Space and Missile Defense Command, Program Offices)
  - Colorado Springs, Colorado (Peterson AFB, Joint National Test Facility, Schriever AFB, NORAD)
  - Ft Greely, Alaska
  - United States Upgraded Early Warning Radar Sites (Shemya AK, Beale AFB, CA, Thule, Greenland, X-Band Radar Test Site)
  - Vandenberg AFB, CA

# SECTION IV MISSILE DEFENSE LIAISON OFFICER CERTIFICATION OF IN-BRIEFING

I, Wing Commander, Christopher S. Knapman, Royal Air Force, United Kingdom, understand and acknowledge that I have been certified as a Missile Defense Liaison Officer to the United States Strategic Command, Offutt Air Force Base, Nebraska, as decided between the United Kingdom Ministry of Defence and the United States Department of Defense. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I shall comply with the conditions and responsibilities of my certification.

(SIGNATURE OF MISSILE DEFENSE LIAISON OFFICER)
Christopher S. Knapman
Christopher S. Knapman(TYPED NAME OF MISSILE DEFENSE LIAISON OFFICER)
Wing Commander, Royal Air Force, United Kingdom
(RANK AND/OR TITLE)

4 May 2004
(DATE)
(SIGNATURE OF BRIEFER)
Mr. Bradley S. Martin
(TYPED NAME)
Strategy, Plans, and Policy Division, USSTRATCOM, Offutt AFB, NE
(LOCATION)